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ABSTRACT

Recognition clauses of negotiated faculty contracts from 139 two-year colleges were analyzed to determine the extent to which part-time faculty are included in the bargaining unit, and to examine contract references to part-time faculty. Approximately one-half (71) of the contracts did not include part-time faculty as members. Exclusion was either stated explicitly or achieved by the definition of the coverage. Of the 59 that expressly included part-time personnel, contracts either (1) specified the inclusion, (2) referred to "all" faculty members, or (3) made inclusion contingent on teaching load. Inclusion sometimes carried the duty of paying union dues, with delinquency resulting in termination of employment. Contracts also contained a diversity of definitions of part-time faculty, and often included restrictions on the number or percentage of hires. Part-time faculty generally received less job security than regular faculty, less compensation, and unequal benefits. (RT)

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PART-TIME FACULTY IN 2-YEAR COLLEGES

The National Center's survey of con-
tract clauses dealing with part-time
faculty in four-year colleges showed
considerable variation in the definition
of part-time faculty; the numerical re-
strictions of part-time faculty through
the use of part-time/full-time faculty

ratios; and concern over job security.
(See Newsletter, Jan.-Feb. 1977.) This
follow-up survey of contracts in two-year
colleges had two objectives:

(1) To determine the extent to which
part-time faculty is included in the bar-
gaining unit; and (2) To examine the

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contract references to part-time faculty, thus providing a basis for comparison with the four-year colleges.

The data were obtained principally from the recognition clauses in contracts available in the National Center library; the print-outs from our computerized contract data bank provided the comparative material. Contracts received by the Center since September 1976 are not included in the comparative study.

Bargaining Unit Recognition clauses in 139 contracts governing two-year colleges were examined. Contracts of university systems that include both two and four-year colleges (e.g., City University of New York and Fairleigh Dickinson University) are omitted here since these clauses were included in the previous survey. The number of contracts covered in this survey comes to approximately 87% of all (158) negotiated contracts, using the latest tabulation in the National Center's Directory of Contracts, April 1977.

Table 1 shows the number of contracts that include and exclude faculty in the bargaining unit as specified by the recognition clauses. Approximately one half of the contracts in this survey (71 out of 139) do not consider part-time faculty as members of the bargaining unit. The exclusion is achieved either explicitly or by means of the definition of the coverage. (See page 6.)

In the former case, the recognition clauses specifically state that the part-time or adjunct faculty are excluded from the bargaining unit. In the latter case, the contracts typically recognize the faculty association to be the exclusive bargaining representative for "all full-time faculty."

That the part-time faculty is left out of the recognition clause does not mean that the presence of part-time faculty is ignored. A contract which excludes the part-time faculty may nevertheless deal in detail with related issues concerning the part-time faculty such as the hiring and salary schedule of part-timers (e.g., the Macomb County Community College contract).

About 43% (59 of 139) of the contracts surveyed expressly include part-time faculty in the bargaining unit. The recognition clauses can be classified into three broad categories: (1) those specifying that part-time faculty are included in the unit; (2) those that merely refer to "all" faculty members; and (3) those that indicate inclusion in the bargaining unit is contingent upon the load they carry.

Most of the contracts in the third category require that the part-time faculty member carry a load of at least one half -- sometimes 60% -- of the normal teaching schedule. Others specify the minimum number of credits, for example, eight equated hours in the Alpena Community College contract. The Kellogg Community College contract requires perhaps the least load, excluding only faculty with less than a one-third load.

Attached to the privilege of belonging to the bargaining unit may be a duty to pay union dues or representation fees, with delinquency resulting in termination of employment. Most contracts do not contain anything more stringent than asking the faculty members in the unit to pay the dues or representation fees. The contract at Charles Stewart Mott College provides that the union is to remind delinquent faculty members to pay their dues, and non-complying part-timers are not to be rehired in the following semester, unless they pay up fifteen days before the end of classes in any given semester.

For the most part, contracts in two-year colleges are similar to those in four-year colleges. The diversity in definitions of part-time faculty, the restrictions on the number of part-time faculty members and the concern for job security, which were found among the four-year college contracts, are also present among the two-year college contracts.

Definitions The following are examples of how part-time faculty members in two-year colleges are defined: less than eight contact hours (Henry Ford Community College); two-thirds or less of normal work load (Seattle Community College); not greater than two courses or equivalent (Westchester Community College).

Table 1

Exclusion/Inclusion of Part-Time Faculty in
Bargaining Units of Two-Year Colleges

	<u>Exclusion</u>		<u>Inclusion</u>			<u>Total</u>
	<u>Explicit</u>	<u>By Coverage</u>	<u>Explicit</u>	<u>By Coverage</u>	<u>Contingent</u>	
NEA	9	25	11	11	4	60
AFT	6	20	3	14	5	48
ACCF	1	5	3	3	0	12
Ind.	1	2	1	2	1	7
AAUP	0	2	0	1	0	3
	17	54	18	31	10	130

Total exclusion 71; total inclusion 59. Nine contracts do not contain recognition clauses, or the recognition clauses are vague as to whether part-time faculty are included in the unit.

Restrictions on Hiring Limitations are imposed either on a college-wide or departmental basis.

Thus, the Oakland Community College contract specifies that the number of part-time faculty "on the campuses in any session shall not exceed thirty-five (35%) percent of the full-time faculty head count of the college."

Using a departmental basis, the Middlesex Community College contract states that "adjunct personnel shall not be employed to teach in the first semester more than twenty four (24) contact hours in any department, nor shall adjunct personnel be employed to teach in the second semester more than eighteen (18) hours in any department...."

Job Security Part-timers obviously have lesser status. The contracts tend to give assurance of employment and continuity of service to full-time faculty in the event of retrenchment as against part-timers.

Thus, the Williamsport Area Community College and Milwaukee Community College contracts give priority to retrenched full-timers in the hiring of part-timers. In the case of Williamsport Area Community College, the retrenched full-timers are considered part-timers so long as they teach less than 80% of the maximum load.

Sometimes, the effort is made to assure service continuity to full-timers who are reduced to part-time loads. The Minnesota Community College contract provides that "an unlimited (continuous service) full-time employee who is placed in a temporary part-time status shall not be considered to have had a break in service during the period of part-time status."

Salaries and Benefits An additional type of contract clause is worthy of consideration in that it seems to be included in two-year college contracts to a greater extent than among four-year college contracts. These clauses relate to salaries and fringe benefits for the part-timers. Among the benefits that may be provided for part-timers are the following:

Faculty members carrying a load of three-fifths to five-fifths at Belleville Community College are eligible for "(1) prorated sick leave, (2) full hospitalization and disability, and (3) placement on the salary schedule on a prorated basis." Similar provisions can be found in the Minnesota Community College.

The Wenatchee Community College contract makes a distinction between three categories of part-time faculty members: those who are contracted for a full load for one quarter, those who are annually contracted for less than a full load, and all other part-time employees. The part-time faculty members in the first two categories receive their salary from the annual salary schedule on the prorated basis, while those in the second category receive their salary from the part-time salary schedule.

Among the clauses protecting the interests of full-time faculty are those that fix the salaries and benefits of full-timers above the levels for the part-time faculty. Many contracts prohibit paying for a full workload at part-time rates. Thus, the Somerset Community College contract states that "a faculty member shall not be assigned a full-time teaching load to be compensated on the basis of a part-time salary schedule."

The Macomb County College contract states, "Salary for part-time teaching shall be set high enough to constitute employment competition but not so high as to constitute discrimination against teachers in the bargaining unit."

The Triton College contract extends the coverage further to compensation for overload and summer teaching by specifying that "at no time will a full-time instructor be issued a contract at a rate less than that paid to a part-time instructor." In the area of fringe benefits, the Joliet Junior College contract states that "no part-time instructors shall receive benefits greater than those granted to full-time faculty."

Issues for the Future About one-half of the two-year college contracts do not cover the part-time faculty. For the most part

the two-year college contracts do not show any pattern different from the four-year college contracts, except for certain clauses that may be interpreted as favoring the full-time faculty in matters related to salary and fringe benefits.

An implicit understanding which pervades both two-year and four-year college contracts is the lesser status of the part-time faculty. In the event of retrenchment the part-time faculty members are the first to go. A regular part-timer who has been teaching for a number of years is sometimes given preference over part-timers with fewer years of service. The Westchester County Community College contract provides for a priority list so that part-timers with 14 or more semesters of service receive consideration for part-time employment before a full-time instructor who requests an overload.

Part-timers argue that they should receive salary and fringe benefits in direct proportion to those of full-timers. They point out that they have been receiving less than equal treatment all along. For instance, even where part-time faculty members are entitled to sick leave they may be denied personal leave allowed to full-timers. In response, it is argued that the part-time faculty members are usually exempt from departmental chores and committee work.

Some part-time faculty members have sought to avoid dependence on the full-time faculty contract by organizing separately and negotiating for themselves. This resulted, for example, in a contract, signed in 1973, between the Adjunct Faculty Association and the Nassau County Community College. To date, however, this has remained a special case.

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